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12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 SAN FRANCISO DIVISION

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In re

Case No. 05-30145 TC

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FIRST VIRTUAL COMMUNICATIONS,
17 INC.,

Chapter 11 Case

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Debtor,

DECLARATION OF JEANNETTE
SCHIRTZINGER IN SUPPORT OF
REQUEST FOR PAYMENT OF
ADMINISTRATIVE EXPENSE

[11 U.S.C. §365(d)(3); B.L.R. 9014-
1(b)(3)(A)-(B)]

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Tentative Hearing Date: July 29, 2005
Tentative Hearing Time: 9:30 AM
Courtroom: 23, 235 Pine Street,
San Francisco, California

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2 I, Jeannette Schirtzinger, declare as follows:

3 1. I am over the age of 18 and a resident of the County of Santa Clara. I am
4 employed by Richard T. Peery, Trustee of the Richard T. Peery Separate Property Trust
5 UTA Dated 7/20/77, and John Arrillaga, Trustee of the John Arrillaga Survivor's Trust
6 UTA Dated 7/20/77 ("Peery/Arrillaga") as Executive Vice President and Manager.

7 Peery/Arrillaga serves as property managers for Westport Joint Venture, a California
8 joint venture ("Westport"). Among my regular duties is supervision of individuals who
9 manage property owned by Westport, including the real property located at 3200 Bridge
10 Parkway, Suite 202, Redwood City, California (the "Premises"). The following facts are
11 within my personal knowledge and if called upon and sworn as a witness I could testify
12 competently thereto.

13 2. Westport entered into a written lease for the real property commonly
14 known as 3200 Bridge Parkway, Suite 202, Redwood City, California, with the Debtor on
15 or about March 10, 2003, which was amended by an "Amendment No. 1 to Lease" dated
16 May 27, 2003 and an "Amendment No. 2 to Lease" dated June 2, 2004 (collectively, the
17 "Lease"). Attached hereto are true and correct copies of the 3200 Bridge Parkway Lease
18 (Exhibit 1), Amendment No.1 to Lease (Exhibit 2), and Amendment No. 2 to Lease
19 (Exhibit 3).

20 3. The Lease provides that the tenant shall pay monthly Basic Rent on or
21 before the first day of each month. (Schirtzinger Decl., Exhibit 1 at ¶4(a), Exhibit 3 at
22 ¶2.) The prorated Monthly Basic Rent for the Premises is \$44,952.82 for the period from
23 March 1, 2005 through March 24, 2005 (Exhibit 3 at ¶2.)

24 4. In addition to Basic Rent, the Debtor is required to pay as "Additional
25 Rent" the following: taxes (Exhibit 1 at ¶4(D)(a)); common area maintenance charges
26 including landscape, utilities, and miscellaneous charges (Exhibit 1 at ¶4(D)(c));

1 reconciliations of common area charges where tenant pays estimated charges monthly
2 (Exhibit 1 at ¶4(D)(d)); and management fees (Exhibit 1 at ¶4(E)).

3 5. Since the January 20, 2005 petition date, the Debtor has failed to fully pay
4 Basic Rent and Additional Rent under the Lease.

5 6. Attached hereto as Exhibit 4 is a true and correct copy of a break-down of
6 both Basic and Additional Rent due and owing to Westport under the Lease. Exhibit 4
7 was prepared under my direction, and it accurately states the amounts owed to Westport
8 in the administrative rent period under the Lease, which totals \$109,917.92.

9 I declare under penalty of perjury under the laws of the United States of America
10 that the foregoing is true and correct and that this declaration was executed on June 22,
11 2005, at Santa Clara, California.

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/s/ Jeannette Schirtzinger

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Jeannette Schirtzinger

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